

DOCUMENT NO.

5127A

ADOPTED 12/22/88

LAND DISPOSITION AGREEMENT

BY AND BETWEEN

THE

BOSTON REDEVELOPMENT AUTHORITY

AND THE

COMMONWEALTH OF MASSACHUSETTS

ACTING BY AND THROUGH ITS

DEPARTMENT OF PUBLIC WORKS

December 1, 1988

LAND DISPOSITION AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of December, 1988 by and between the Boston Redevelopment Authority and the Commonwealth of Massachusetts, acting by and through its Department of Public Works.

The parties hereto agree as follows:

ARTICLE I

PRELIMINARY UNDERSTANDINGS

Section 101: Defined Terms

For the purposes of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

a. "Architect/Engineers" shall mean the firm(s) of individuals selected in accordance with applicable laws to plan and design the Public Improvements for the Property on behalf of the Redeveloper.

b. "Authority" shall mean the Boston Redevelopment Authority, a public body, politic and corporate, organized and existing pursuant to Chapter 121B of the Massachusetts General Laws (Ter. Ed.), as amended, and shall include any successor in

interest, whether by act of a party to this Agreement or by operation of law or otherwise.

c. "City" shall mean the City of Boston, Massachusetts.

d. "Closing Date" shall mean the date described in Section 204 of this Agreement.

e. "Construction Easements" shall refer to the temporary and permanent easements necessary for the the construction of the Public Improvements hereunder referenced in Section 307 and elsewhere in this Agreement.

f. "Deed" shall mean the instrument substantially in the form attached to this Agreement as Exhibit A to be recorded in Suffolk County Registry of Deeds in Boston, Massachusetts, whereby the Property is conveyed to the Redeveloper.

g. "Design Guidelines and Standards" shall mean the design criteria to be developed jointly by the parties as described in Section 302 of this Agreement.

h. "Design Proposal" shall mean the Drawing and the Schematic Plans which have been submitted to and accepted by the Authority, showing the general plan, dimensions and character of

the Public Improvements to be erected by the Redeveloper as described in greater detail in Section 301 of this Agreement.

i. "Federal Highway" shall mean the Federal Highway Administration of the United States Department of Transportation.

j. "Final Plans and Specifications" shall mean substantially complete plans and specifications, suitable for public bidding, including plans and specifications for facade treatment, samples of materials, and a written statement of the differences, if any, from the approved Preliminary Working Drawings and Specifications, which shall be approved by the Authority pursuant to Section 303 of this Agreement and which shall be incorporated herein and made a part hereof by reference.

k. "MBTA" shall mean the Massachusetts Bay Transportation Authority, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, organized and existing under Chapter 161A of the Massachusetts General Laws, as amended, and shall include any successor in interest, whether by act of a party to this Agreement or by operation of law or otherwise.

1. "MBTA Improvements" shall mean the proposed new access facilities to the existing public transit facilities on the Property and any other necessary or desirable (in the opinion of the Redeveloper in consultation with the MBTA, the Authority and Federal Highway) changes or improvements in such facilities in connection with the Public Improvements.

m. "Phase I Public Improvements" shall mean the improvements the Redeveloper proposes to construct on the western portion of the Property, including: (1) the three-story, above grade, parking garage to replace public surface parking areas that will be permanently displaced during and after construction of the Project (the "Parking Garage"), (2) the first phase, and major portion, of the ground floor market space for the relocation of the Haymarket pushcart vendors and other individuals and entities that will be disrupted by the construction of the Project (the first and second phases of the ground floor market space (described here and below) shall be referred to hereinafter collectively as the "Marketplace") and (3) the MBTA Improvements.

n. "Phase II Public Improvements" shall mean the improvements the Redeveloper proposes to construct on the eastern portion of the Property including: (1) the above and below-grade ventilation structures and facilities to accommodate large mechanical equipment and exhaust stacks that will, via a duct system, interconnect with and serve the segment of highway

tunnels running between State and Causeway Streets in downtown Boston (the "Ventilation Facilities"), (2) the second phase of the Marketplace on the eastern portion of the Property and (3) office space for administration and support activities for the Public Improvements in above-grade areas on the eastern portion of the Property not needed for the Ventilation Facilities or the Marketplace (the "Office Space".)

o. "Plan" shall mean the Government Center Urban Renewal Plan, adopted by the Authority on May 9, 1963 and approved by the City Council of the City of Boston on May 25, 1964 and as it may be amended in accordance with the provisions therein contained, a copy of which has been delivered to the Redeveloper. The "term of the Plan" shall mean a period of forty (40) years from and after May 25, 1964. "Plan Area" shall mean the area in the City of Boston to which the said Plan pertains, as indicated by the boundary descriptions and maps therein.

p. "Plan of the Property" shall mean the plan of the Property prepared by Bechtel/Parsons Brinckerhoff for the Redeveloper in draft form dated October 18, 1988 attached hereto as Exhibit B.

q. "Preliminary Working Drawings and Outline Specifications" shall mean the additional site plans, floor plans, elevations and sections, outline specifications, and models which will be developed by the Redeveloper and submitted to the Authority for review and approval in accordance with Section 303 of this Agreement to show the detailed architectural character of the Public Improvements to be erected on the Property and their relationship to the approved Design Proposal.

r. "Project" shall mean the Central Artery/Third Harbor Tunnel Project being undertaken by the Redeveloper in the City of Boston with the assistance and cooperation of public and private entities, including Federal Highway, the Authority, the City, the MBTA, the Massachusetts Historical Commission and others.

s. "Property" refers to the 58,000± square foot parcel of land known as "Parcel 7" of the Government Center Urban Renewal Project Area bounded by Congress, New Sudbury, Blackstone and Hanover Streets as more fully described in the Deed and shown on the Plan of the Property both of which are attached hereto and made a part hereof as Exhibits A and B respectively.

t. "Public Improvements" shall mean the multi-use public facility to be constructed by the Redeveloper on the Property

pursuant to the Final Plans and Specifications which, as presently conceived and proposed, has three essential, functionally integrated and physically overlapping elements: (1) the Parking Garage, (2) the Marketplace and (3) the Ventilation Facilities, each of which elements is described in greater detail above and categorized for purposes of phasing and design development under this Agreement as comprising portions of either or both of the Phase I Public Improvements and the Phase II Public Improvements.

u. "Redeveloper" shall mean the Commonwealth of Massachusetts, acting by and through its Department of Public Works, established and existing under Chapter 16 of the General Laws and having a principal place of business in the State Transportation Building at Ten Park Plaza, Boston, MA 02116 and shall include any successor in interest, assign or representative, whether by act of a party to this Agreement or by operation of law or otherwise.

v. "Redevelopment Plan" shall mean the design and construction requirements under Article III of this Agreement pursuant to which the parties will develop the Public Improvements.

w. "Schedule" shall mean the design and construction schedule to be produced and revised periodically by the Redeveloper pursuant to Section 308 of this Agreement.

Section 102: Recitals

a. The Redeveloper is in the process of planning and designing the Project, including among other elements, a widened and depressed Central Artery to replace the existing elevated structure and an improved access and surface street network as part of the Project.

b. The Authority represents and warrants that it owns the Property which is currently used for surface parking by City employees.

c. The Redeveloper seeks to acquire the Property and the Construction Easements from the Authority in order to develop the Public Improvements in accordance with the Project and the Plan.

d. The Public Improvements are essential elements of the Project of which the Parking Garage and the Marketplace are early phase, construction mitigation measures that must be completed in anticipation of other portions of the Project.

e. The Authority has determined that the Public Improvements are appropriate redevelopment uses consistent with the Plan and the parties intend to design and construct the Public Improvements so as to preserve and enhance the quality and character of the North End community and historic district, including in particular, the historically significant Blackstone Block.

f. The Redeveloper seeks to benefit as much as possible from the participation and expertise of the Authority's representatives and the Authority's unique perspective as the City's planning and development agency.

g. Subject to the provisions of this Agreement, the Redeveloper deems it necessary to design and construct the Public Improvements in multiple, sequential stages consistent with the Project Schedule.

h. The successful design, construction and operation of the Public Improvements and the Project generally will require a very high level of cooperation and coordination of the efforts of the parties and others to ensure that the optimum level of public benefits is achieved and that inconvenience to the public is minimized as much as possible.

ARTICLE II

TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Covenant of Conveyance

Subject to the terms, covenants and conditions of this Agreement, the Authority covenants and agrees to convey and the Redeveloper covenants and agrees to acquire the Property and the Construction Easements.

Section 202: Condition of Land to be Conveyed

The Authority and the Redeveloper covenant and agree that the Property shall be conveyed and acquired in "as in" condition, free and clear of all tenants and occupants, except as otherwise provided in Section 209 of this Agreement.

Section 203: Acquisition Price and Payment Therefor

The acquisition price of the Property shall be Thirteen Million (\$ 13,000,000) Dollars and shall be paid at the earliest possible date by certified or bank check drawn to the order of the Authority. In consideration of this agreement, the parties intend and agree that the Authority shall convey the Construction Easements to the Redeveloper for nominal consideration.

Section 204: Time of Acquisition and Conveyance of the Property

The parties acknowledge and agree that time is of the essence of this Agreement. The conveyance and delivery of the deed to and possession of the Property and the acceptance and the acquisition of the same by eminent domain by the Redeveloper shall take place at the earliest possible date (the Closing Date). The parties agree to use their best efforts to accomplish the conveyance and acquisition of the Property in accordance with this Agreement on or before December 31, 1988. The Department agrees to use its best efforts to make payment therefor in accordance with this Agreement on or before December 31, 1988 or as soon thereafter as possible. The Authority shall convey the Construction Easements to the Redeveloper forthwith upon its request at a later date.

Section 205: Title and Instruments of Conveyance

The Authority shall convey good and marketable fee simple title to the Property, by delivery to the Redeveloper of a good and sufficient deed with Quitclaim covenants, free and clear of all liens and encumbrances, except as described in the Deed attached to this Agreement as Exhibit A. Simultaneously therewith and subject to the terms and conditions of this Agreement, the Redeveloper shall make a valid and effective taking of the Property. The conveyance of the Construction Easements shall be by an instrument in recordable form acceptable to the Redeveloper.

Section 206: Closing Costs

The Redeveloper shall pay the costs of any federal or state documentary tax stamps which shall be required, and the cost of preparing and recording the Deed and any other instruments and plans, including the Construction Easements, which the parties convey and record under this Agreement.

Section 207: Adjustments

The Authority shall pay all taxes, sewer and water charges and other assessments or charges allocable with respect to any period before delivery and conveyance to the Redeveloper of the Deed hereunder and until such time as the Authority vacates and clears the Property pursuant to Section 209 of this Agreement. Taxes, charges or assessments allocable with respect to any period of time after the Authority vacates and clears the Property hereunder shall be paid by the Redeveloper.

Section 208: Short Form Notice for Recording

The parties agree to record a notice of this Agreement in a short form approved by their legal representatives.

Section 209: Interim Uses of the Property by the Parties and Operations Prior to Closing

Notwithstanding any provision of this Agreement to the contrary, the Redeveloper agrees that the Authority may continue to use the Property for surface parking from and after the

conveyance specified in Section 204 until such time as the Redeveloper determines, in its sole discretion, that it needs the Property for the construction of the Phase I Public Improvements. The Redeveloper shall give the Authority thirty (30) days advance written notice to vacate the Property and the Authority shall clear the Property of all occupants and vehicles within such thirty-day period.

Section 210: Intended Uses and Occupants of the Property

The Redeveloper agrees to devote the Property to the uses contemplated under this Agreement and other uses that are consistent with the Project, the Plan and the North End Community and historical district, as for example the Office Space which may be used for the administration of the Public Improvements or other operations related to the Project. To the fullest extent permitted by law, the Redeveloper shall give preference in the selection of tenants and other occupants of the Property to persons and entities displaced and potentially adversely affected by the Project for which relocation on the Property shall constitute a replacement site and/or a construction mitigation measure in anticipation of the Project.

Section 211: Release from Land Damages and other Related Claims

Except as otherwise provided in this Agreement, the Authority shall release and discharge the Redeveloper from all

claims for land damages, including incidental, consequential and severance damages on account of, incidental to or arising out of the agreements hereunder and the conveyances of the Property and the Construction Easements contemplated under this Agreement and from all claims, including nuisance, of any nature resulting from noise, fumes, dust, vibrations or disruption occasioned by the design, construction, operation and/or maintenance of the Public Improvements. Simultaneously with the conveyances under this Agreement, the Authority shall execute a written instrument acknowledging and effectuating such release and waiver in the form of Exhibit C hereto.

ARTICLE III

REDEVELOPMENT PLAN

Section 301: The Design Proposal

The Public Improvements and the relative locations of the future widened and depressed Central Artery and existing transportation facilities and buildings are shown conceptually on the drawing attached hereto as Exhibit D (the "Drawing"). The Design Proposal for the Phase I Public Improvements is described and shown in greater detail on a nine-sheet set of schematic plans entitled "Central Artery/Third Harbor Tunnel, Parcel 7, Commonwealth of Massachusetts, Department of Public

Works," prepared by Wallace, Floyd, Associates, Inc. for the Redeveloper (the "Schematic Plans"), each sheet of which is stamped "preliminary progress print" and intended to reflect the level of design development as of October 12, 1988. The Authority acknowledges receipt and acceptance of the Drawing and the Schematic Plans which are incorporated in and made a part of this Agreement by reference.

Section 302: Design Guidelines and Standards

The Redeveloper and the Authority will develop jointly in consultation with the MBTA, Federal Highway and representatives of the Massachusetts Historical Commission and other entities with jurisdiction and/or expertise with respect to historically significant properties within thirty (30) days after the execution of this Agreement detailed written Design Guidelines and Standards that will apply to the further design development of the Design Proposal for the Public Improvements. Subject to further consultation with the aforementioned third parties, the Redeveloper and the Authority agree that the Design Guidelines and Standards shall be substantially as set forth in Exhibit E hereto.

Section 303: Design Review Process/Approval of Plans and Specifications

The Redeveloper shall proceed with the planning and design for the Public Improvements in a manner consistent with the

development concept, land uses and densities shown in the Design Proposal, subject to the Design Guidelines and Standards and the terms and conditions of this Agreement. The Redeveloper shall cause the Architect/Engineers to prepare plans and specifications setting forth in detail the scope of work and construction standards for the Public Improvements. From time to time and as often as reasonably necessary, upon request of the Redeveloper, the Authority will clarify and/or assist the Redeveloper in interpreting the Design Guidelines and Standards and in applying them with respect to the Public Improvements. In the course of the preparation of such plans and specifications, the Redeveloper and the Architect/Engineers shall confer with the Authority frequently to discuss the information shown thereon. The Redeveloper may furnish the Authority from time to time, for its review and approval, progress plans, working drawings and any other architectural and engineering materials or information that might bear upon the review and approval process. The parties anticipate two major submissions: (a) the Preliminary Working Drawings and Outline Specifications and (b) the Final Plans and Specifications. The Authority shall have a period of thirty (30) business days within which to review and approve any such major submission by the Redeveloper, and ten (10) business days with respect to any other submissions, which time periods shall commence on the date

the Authority receives any such submission. Notwithstanding the foregoing, if the Authority reasonably determines that any submission is not sufficiently complete to enable the Authority to perform such review, the Authority shall so notify the Redeveloper in writing as soon as possible within said thirty (30) day period and the Authority shall have an additional ten (10) business days within which to review and approve any supplemental plans, specifications or information after the receipt thereof by the Authority. The Authority shall either approve the submissions in writing with or without qualification within the time period specified in accordance with this Section 303 and Section 406 of this Agreement or indicate to the Redeveloper its disapproval thereof in writing, within the same time period, specifying in detail its objections thereto. The Redeveloper shall consider and/or respond appropriately to any comments and suggestions of the Authority and the Redeveloper shall use its best efforts to modify the plans and specifications in accordance with such comments and suggestions. The Redeveloper shall resubmit to the Authority for its review and approval in writing within ten (10) business days of resubmittal revised plans and specifications reflecting such comments and suggestions. If the Authority fails to approve or disapprove the plans and specifications in accordance with this Agreement within the time periods specified, the plans and specifications shall be deemed to have been approved by the Authority.

Notwithstanding the foregoing, the Authority acknowledges and agrees that its review and approval rights hereunder are intended to accomplish, subject to determinations of the Massachusetts Historical Commission and other entities with jurisdiction and/or expertise with respect to historically significant properties, the purposes of preserving and enhancing the quality and character of the North End community and historic district and ensuring the compatibility of the Public Improvements with their surroundings and applicable elements of the Plan. The Authority's review and approval rights shall be limited to such purposes and determining whether or not the plans and specifications are consistent with the Design Proposal and in conformance with the Design Guidelines and Standards. All other engineering, technical and operational aspects of the Public Improvements, shall be within the sole discretion of the Redeveloper, the MBTA and Federal Highway. For example, the Authority's review and approval rights with respect to the Phase II Public Improvements shall include the exterior treatment of the above-grade structures but not any of the improvements described in Section 101(n)(1) of this Agreement.

Section 304: Environmental Review and Documentation

The Phase I Public Improvements are intended to fulfill, in part, the Redeveloper's commitments to mitigate the construction impacts of the Project in the North End community as discussed

in the approved Final Environmental Impact Statement for the Project. The Redeveloper is in the process of preparing additional environmental documentation on the Public Improvements and other elements of the Project (the "Environmental Documentation") in which it will address in greater detail, the specific impacts that may be anticipated as a result of the Public Improvements. The Redeveloper shall prepare the Environmental Documentation in one or more parts and/or phases in consultation with the Authority and Federal Highway prior to or during the design review process under Section 303 of this Agreement and provide for the coordination and processing of the same between and among all relevant federal, state and local regulatory agencies and other affected entities. The Authority shall cooperate with the Redeveloper in the development and processing of the Environmental Documentation and the Redeveloper shall be responsible for and obtain, or cause others to obtain, any necessary environmental clearances and approvals.

Section 305: Third Party Design Review and Coordination

The parties agree to establish a process to review and coordinate the planning and design of the Public Improvements with affected individuals, entities and agencies. The Redeveloper acknowledges its responsibility as lead agency in connection with the Public Improvements and the Authority agrees to actively assist the Redeveloper in the establishment and pursuit of such process.

Section 306: Selection of Construction Contractors and
Performance of the Construction Work

The Redeveloper shall select in accordance with applicable laws prospective construction contractors that have the demonstrated competence and capacity to carry out a project of the size and scope set forth in the plans and specifications approved under this Agreement (herein, as from time to time amended in accordance with this Agreement, such plans and specifications as have been approved in writing by the Authority under Section 303 of this Agreement may be referred to as either the "Approved Plans and Specifications" or the "Construction Work" as appropriate to the context). The Redeveloper shall provide and maintain competent and adequate architectural and engineering supervision, construction supervision, administration and inspection services with respect to the Construction work and the Authority shall be notified promptly in writing of the name of the Redeveloper's general contractor and each major trade subcontractor in connection with the Construction Work. The Redeveloper shall provide for, or through its construction contractors arrange for, control of labor relations, electric power, plumbing, drainage, safety, security, fire prevention, storage and site clean-up. The Redeveloper shall require its contractors, before commencing any of the Construction Work, to execute construction contracts in conformance with this Agreement. The Redeveloper shall cause

its construction contractors to perform the Construction Work in accordance with the Approved Plans and Specifications and all applicable laws and codes.

Section 307: Construction Easements, Licenses, Permits and
Other Approvals

The parties acknowledge that the Redeveloper may require other rights and easements to undertake the Public Improvements. The parties agree to collaborate and define in greater detail during, and as part of, the Design Review and Approval Process under Section 303 of this Agreement construction phasing and sequencing plans and the Construction Easements. The Construction Easements shall include temporary and permanent rights and easements as may be necessary for the Redeveloper to design, construct and operate the Public Improvements in accordance with the Approved Plans and Specifications and this Agreement, including without limitation rights and easements for access to the Property before, during and after the Construction Work and for construction staging, instrumentation, earth retention and support systems, utility relocations and connections and surface decking. Unless otherwise required under applicable laws or agreed by the parties, the Redeveloper shall obtain, or require its Architect/Engineers or construction contractors to obtain, all necessary licenses, permits and approvals required in connection with the Construction Work.

Section 308: Design and Construction Schedule

The parties acknowledge that the Project is being designed and constructed using "fast-track" methods as much as possible to allow construction of early work to proceed while the design of later work is in progress and the parties agree that time is of the essence of this Agreement. It is anticipated that such fast-track methods may enable the Redeveloper to shorten the total design and construction time for the Project. The Phase I Public Improvements and other activities on the critical path of the Project will require a very high level of cooperation and coordination of efforts consistent with fast track assumptions and interdependencies, the master schedule for the Project and the potential for delay and disruption that inheres in such activities.

The Redeveloper has prepared a preliminary design and construction schedule for the Public Improvements entitled "Central Artery/Third Harbor Tunnel, Parcel 7 Project - Working Schedule" dated October, 1988, attached hereto as Exhibit F. The Redeveloper shall from time to time prepare a revised design and construction Schedule consistent with the master schedule for the Project, indicating in detail the specific activities involved in the the design review process and the Construction Work and the time duration and sequences of each such activity. The Redeveloper shall furnish the Authority with copies of the

Schedule for its prior review and keep the Authority advised of significant modifications thereto. The Redeveloper shall cause the Construction Work to proceed expeditiously and continuously from notice to proceed to completion in accordance with the Schedule. The Redeveloper shall continuously monitor the progress of the Construction Work in comparison with the Schedule and keep the Authority advised of such progress during construction progress reviews under Section 311 of this Agreement.

Section 309: Non-Discrimination, Equal Employment Opportunity
and Affirmative Action

The non-discrimination, equal employment opportunity and affirmative action requirements applicable to work funded by Federal Highway and/or the Commonwealth of Massachusetts shall apply in every respect to the Property and the Construction Work performed under this Agreement, unless otherwise agreed by parties in writing in consultation with Federal Highway.

Section 310: Change Orders

The Redeveloper shall not amend the Approved Plans and Specifications or any construction contract for the Construction Work in any respect that would be inconsistent with the Design Guidelines and Standards or the Authority's review and approval rights hereunder as expressed in the last full paragraph of

Section 303 of this Agreement without obtaining the prior written approval of an authorized representative of the Authority who shall be designated under Section 404 of this Agreement. The Authority shall respond to the Redeveloper's request(s) for its approval of change order(s) within a time period specified in any such request that is reasonable and appropriate in light of the problem or condition and any other relevant circumstances presented. In the event of an emergency, however, the Redeveloper may proceed immediately to take such action as is necessary to eliminate the emergency without the Authority's prior approval, but shall notify the Authority of such action as soon as reasonably practicable upon termination of the emergency.

For example, the parties acknowledge and agree that the discovery by the Redeveloper's construction contractors of actual subsurface or latent physical conditions at the site that (1) differ substantially or materially from those shown or indicated in the Approved Plans and Specifications or from those ordinarily encountered and generally recognized as inherent in the Construction Work or (ii) are of such a nature as to cause an increase or decrease in the cost of performance of the Construction Work or a change in the construction methods required for the performance of the Construction Work which results in an increase or decrease in the cost of work may require the expeditious processing of changes and amendments the Approved Plans and Specifications in order to avoid delays.

In the event that any changes or amendments to the Approved Plans and Specifications are necessitated by such actual subsurface or latent physical conditions, the Authority agrees that such changes or amendments shall not be subject to the Authority's approval.

Section 311: Construction Progress Review and Coordination

The Redeveloper, in consultation with the Authority, shall establish a process to review the progress of the Construction Work in compliance with the Approved Plans and Specifications and to discuss and resolve policy and technical issues that may arise thereunder. In connection with such review, the Redeveloper shall furnish the Authority upon request certificates of its Architect/Engineers and construction contractors relating to the Construction Work. The Redeveloper shall carefully consider all comments made during the review process, take responsive action, and advise the Authority of the action taken prior to the next review. The Authority's representatives designated under Section 404 of this Agreement shall be given notice and an opportunity by the Developer to attend meetings pertaining to the Construction Work. The Redeveloper shall give the Authority's representatives as much advance notice of such meetings as possible under the circumstances.

Section 312: Independent Inspections and Final Inspection

Authorized representatives of the Authority shall have the right, without obligation, to conduct independent inspections of the Construction Work in order to ensure that the Approved Plans and Specifications are being properly adhered to. The Redeveloper shall require its Architect/Engineers and construction contractors to provide such representatives with any information, assistance and access to the Construction Work in progress as may be reasonably necessary for observation and inspection. The Authority's representatives shall not issue instructions to the Redeveloper's construction contractors but shall direct comments or suggestions regarding the Construction Work to the Redeveloper's Architect/Engineers, or its other representatives designated from time to time by the Redeveloper in accordance with Section 404 of this Agreement. The Redeveloper shall respond promptly and appropriately to all comments and suggestions arising out of any inspections by the Authority, and the Redeveloper shall respond in writing to any written comments and suggestions. Upon substantial completion of the Construction Work, the Redeveloper shall so notify the Authority. The parties shall jointly or separately, whichever is appropriate and convenient under the circumstances, conduct a final inspection (if separately the Authority shall conduct its final inspection and submit to the Redeveloper its comments in writing within fifteen (15) business days after its receipt of such notification unless otherwise agreed by the parties) to

ensure that the Construction Work has been performed in accordance with the Approved Plans and Specifications and any approved change orders, amendments to this Agreement or other communications based on the foregoing issued by the Authority. Based on such final inspections, the Redeveloper shall thereafter prepare and deliver to the Authority for approval written comments, in the form of a "punch list" of non-conforming or incomplete items of work. The Redeveloper shall compel its construction contractors to promptly correct (or shall itself correct) the approved punch list items. Upon completion of the Construction Work, including all punch list items, the Redeveloper shall so notify the Authority in writing and the Authority shall make within five (5) business days after the receipt thereof any necessary additional inspections to verify satisfactory completion of the Construction Work, including all punch list items. The parties shall repeat the process set forth in the two immediately preceding sentences until the Authority deems the Construction Work to have been satisfactorily completed, in which event, the Authority shall forthwith notify the Redeveloper that the Redeveloper may accept the Construction Work and discharge its contractors.

ARTICLE IV

GENERAL PROVISIONS

Section 401: Cooperation

The parties agree to cooperate with each other in good faith in any other way not specifically set forth in this Agreement, including without limitation, providing information upon request and a very high level of active support for the Environmental Documentation, the Public Improvements and the Project generally. The parties agree, in particular, to work with each other to mitigate and devise solutions to vehicular and pedestrian circulation problems that may arise at the Property in connection with the Public Improvements or any other project over which the parties have jurisdiction, in order to expedite the design, construction and operation of the Project. To that end, representatives of the Redeveloper and its Architect/Engineers and the Authority will meet as often as reasonably necessary to discuss and resolve any policy and technical issues that may arise in connection with the Property, the Public Improvements, the Project, or this Agreement.

Section 402: Federal Highway Review and Approval

The parties acknowledge that the Project is funded in substantial part by Federal Highway and the parties intend and agree to preserve to the fullest extent possible the

Redeveloper's eligibility for such funding from all available sources. The Redeveloper intends to seek Federal Highway approval of this Agreement, to the extent such approval is required in the opinion of the Redeveloper in consultation with Federal Highway, for which the Redeveloper has made appropriate application and anticipates that Federal Highway approval will be forthcoming in a form consistent with the Schedule, the Environmental Documentation, the Redevelopment Plan and this Agreement.

Section 403: Project Development

The parties acknowledge that the Public Improvements are integral parts of the further development and completion of the Interstate Highway System in Massachusetts and that the design development and approval process for the Project, including the Public Improvements, is not yet complete. The parties further acknowledge that the Public Improvements could undergo changes or modifications during the design development and approval process. In that event, the Authority agrees that the Redeveloper may use the Property for other changed or modified transportation purposes and the Redeveloper agrees to use its best efforts, in consultation with the Authority, to develop the Property for any such changed or modified purposes in accordance with the Plan.

Section 404: Satisfaction of Terms, Conditions and Other Requirements

Each of the parties represents and agrees by its execution of this Agreement that it presently has the full authority (or shall undertake forthwith in good faith and with all due diligence to obtain or confirm its authority and approvals) to accomplish all conveyances, terms, conditions, procedural and legal actions necessary to effectuate the provisions of this Agreement. Each of the parties specifically agrees, without limitation, to obtain any necessary changes in or amendments to the Plan, any approvals and votes of authorization, and to accomplish any other statutory or regulatory requirements or preconditions whether or not identified or described in this Agreement.

Section 405: Representatives

The Authority and the Redeveloper shall from time to time each designate in writing one or more individuals to act as their representatives for coordination of the design review process hereunder and other matters in connection with this Agreement. The Authority and the Redeveloper shall make their representatives' responsibilities under this Agreement a very high priority for such individuals and the Authority and the Redeveloper shall use their best efforts to maintain continuity by changing representatives as infrequently as possible and by giving each other as much advance written notice as possible

under the circumstances in the event of a change in representatives.

Section 406: Contract Under Seal

This Agreement shall be construed as a contract under seal and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

Section 407: Notices

Any and all notices, submittals or other communications required or permitted hereunder, including without limitation submittals under Section 303 of this Agreement, shall be delivered by hand or mailed by registered or certified mail or by other recognized delivery service to the parties at the addresses set forth below or at such other addresses as shall be furnished from time to time in writing hereafter by one party to other party. Such notices shall be effective upon receipt by the following individuals or their properly authorized representatives:

the Authority: Boston Redevelopment Authority
 One City Hall Square
 Boston, Massachusetts 02201
 ATTENTION: DIRECTOR

with a duplicate
copy to: Boston Redevelopment Authority
 One City Hall Square
 Boston, Massachusetts 02201
 ATTENTION: CHIEF GENERAL COUNSEL

the Redeveloper: Jane Garvey, Commissioner
The Massachusetts Department of Public Works
State Transportation Building
Ten Park Plaza
Boston, MA 02116

with a duplicate
copy to: William V. Twomey, Project Manager
Central Artery/Third Harbor Tunnel Project
One South Station
Boston, MA 02110

Any request for approval hereunder made by the Redeveloper or the Authority where such approval shall be deemed granted after a period or non-reply by either party shall, as conditions of the effectiveness thereof, be prefaced with the following language in capital letters:

NOTICE

THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY

FAILURE TO RESPOND IN __ DAYS

SHALL RESULT IN AUTOMATIC APPROVAL

Section 407: Successors and Assigns

The rights, obligations, liabilities, terms, conditions, and agreements hereof shall enure to the benefit, of and be binding upon, the successors, assigns, representatives and transferees of the parties and all other persons claiming by or through the parties.

IN WITNESS WHEREOF, the Authority and the Redeveloper have caused their duly authorized officers to execute this Agreement on the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

Approved as to Form:

By: _____

Stephen Coyle
Director

Robert F. McNeil
Chief General Counsel

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS

By: _____

Jane Garvey
Commissioner

By: _____

Ellen DiGeronimo
Associate Commissioner

By: _____

Kenneth Kruckemeyer
Associate Commissioner

By: _____

Esther Francis
Associate Commissioner

By: _____

George Turner
Associate Commissioner

EXHIBIT A

to

LAND DISPOSITION AGREEMENT

by and between the

BOSTON REDEVELOPMENT AUTHORITY

and the

COMMONWEALTH OF MASSACHUSETTS

DEED OF THE PROPERTY

(form of deed to be supplied)

Parcel "7": A parcel of land supposed to be owned by the City of Boston - Boston Redevelopment Authority (BRA), and bounded by the line described as follows: beginning at a point located at the Intersection of the southerly sideline of Blackstone Street, a public street with the westerly sideline of Hanover Street, a public street, thence, leaving said point south 52 - 35'-27" west 194.35 feet to a point of curvature, thence leaving said point by a curve to the right of 25.00 feet radius, 43.99 feet to a point of tangency, thence leaving said point by a curve to the left of 1226.75 feet radius, 154.21 feet to a point of tangency, thence, leaving said point north 33 -34'-14" west 82.65 feet to a point of curvature, thence, leaving said point by a curve to the right of 50.00 feet radius, 78.54 feet to a point of tangency, thence, leaving said point north 56 -25'-46" east 83.34 feet to a point of curvature, thence, leaving said point by a curve to the right of 30.00 feet radius, 41.04 feet to a point of tangency, thence, leaving said point south 45 -10'-58" east 185.95 feet to a point, thence, leaving said point south 44 -16'-58" east 25.04 feet to a point, thence leaving said point south 38 -35'-30" east 71.01 feet to the point of beginning; said parcel containing 58,023 square feet, more or less.

EXHIBIT B

to

LAND DISPOSITION AGREEMENT

by and between the

BOSTON REDEVELOPMENT AUTHORITY

and the

COMMONWEALTH OF MASSACHUSETTS

PLAN OF THE PROPERTY

(to be supplied)

EXHIBIT C

EXHIBIT C

to

LAND DISPOSITION AGREEMENT

by and between the

BOSTON REDEVELOPMENT AUTHORITY

and the

COMMONWEALTH OF MASSACHUSETTS

FORM OF RELEASE

RELEASE

The BOSTON REDEVELOPMENT AUTHORITY, a public body, politic and corporate, organized and existing pursuant to Chapter 121B of the General Laws, as amended (the "Authority"), with intent to bind its successors, assigns, representatives and any other individual or entity claiming by through it executes this release in favor of the COMMONWEALTH OF MASSACHUSETTS, acting by and through its DEPARTMENT OF PUBLIC WORKS, established and existing under Chapter 16 of the General Laws, as amended, its successors, assigns, representatives, transferees any other individual(s) claiming by and through it (the "Department").

In consideration of the sum of ____ million (\$____,000,000) paid to the Authority for the acquisition of land, easements and other rights, interests, and agreements more particularly described in a deed from the Authority to the Department dated _____, 19__, recorded with Suffolk Registry of Deeds at Book ____, Page ____, and agreement between the parties, notice of which is recorded in said Deeds at Book ____, Page ____, and other good and value consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority hereby releases and discharges the Department of and from any and all actions, causes of action, suits, claims, damages, demands and judgments that the Authority now has, ever had or shall have, as a result

of the grants, conveyances, acquisitions and/or confirmation by eminent domain of such land, easements and other rights, interests and agreements.

The Authority specifically waives (1) any and all rights and/or further awards under any and all applicable laws, including without limitation, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-946), as amended, and Massachusetts General Laws, Chapter 79 and (2) incidental, consequential and severance damages on account of, incidental to or arising out of such grants, conveyances, acquisitions and/or confirmation by eminent domain of such land, easements and other rights, interests, and agreements, and (3) all claims, including nuisance, for damage of any nature resulting from noise, fumes, dust, vibrations, or disruption occasioned by the design, construction, operation and/or maintenance of the Central Artery/Third Harbor Tunnel Project.

Executed as a sealed instrument this day of _____,
1988.

BOSTON REDEVELOPMENT AUTHORITY

Approved as to form:

By:

Robert F. McNeil
Chief General Council

Stephen Coyle
Director

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

, 1988

Then personally appeared before me the aboved named, Stephen Coyle and acknowledged that he has read and understands the foregoing RELEASE; that he is fully authorized to execute this document; that he has not executed the foregoing under any threat, coercion or duress; and that he acknowledges the foregoing to be his free act and authorized deed on behalf of said Boston Redevelopment Authority.

Notary Public

My Commission Expires:

EXHIBIT D

to

LAND DISPOSITION AGREEMENT

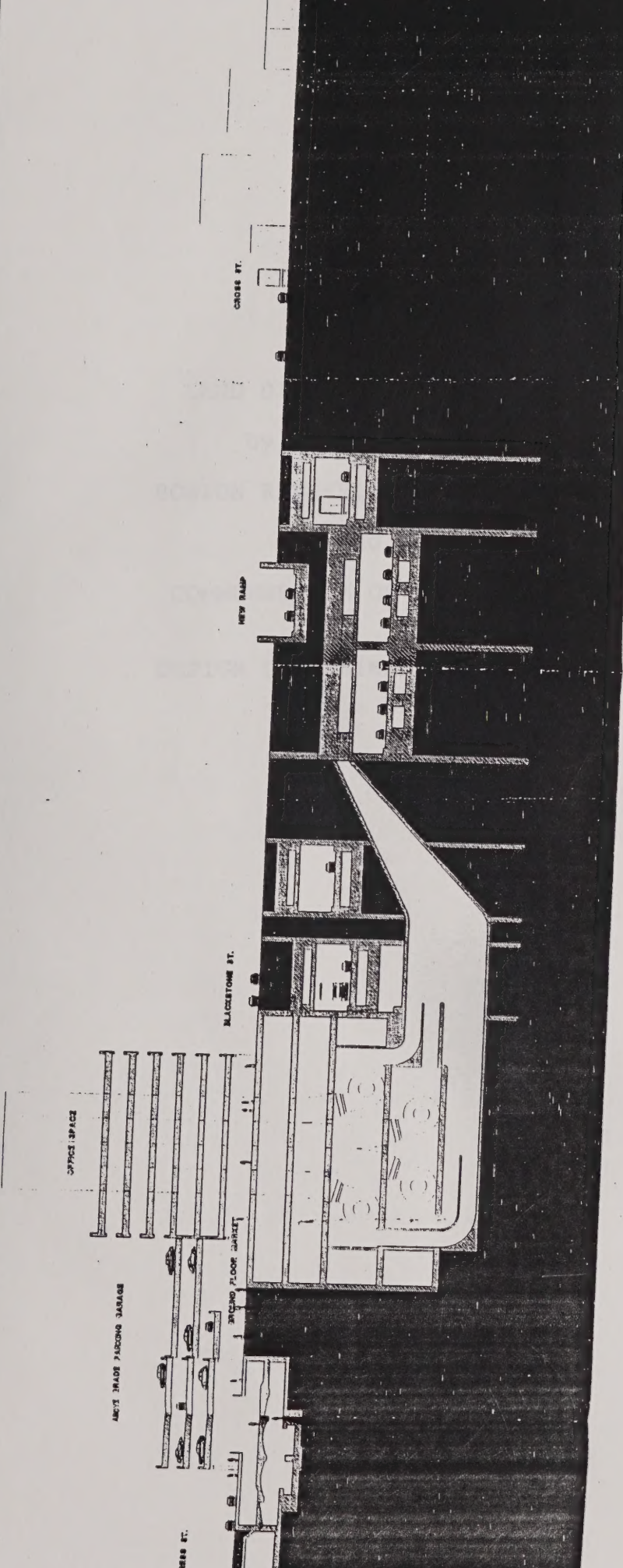
by and between the

BOSTON REDEVELOPMENT AUTHORITY

and the

COMMONWEALTH OF MASSACHUSETTS

CONCEPT DRAWING OF THE PUBLIC IMPROVEMENTS
(referenced in Section 301 of the Agreement)



203 2/11/11

EXHIBIT E

to

LAND DISPOSITION AGREEMENT

by and between the

BOSTON REDEVELOPMENT AUTHORITY

and the

COMMONWEALTH OF MASSACHUSETTS

DESIGN GUIDELINES AND STANDARDS

PARCEL 7 PHASE I AND II PUBLIC IMPROVEMENTS DESIGN GUIDELINES AND STANDARDS

The following "Design Guidelines and Standards" have been developed jointly by the Authority and the Redeveloper, pursuant to Section 302 of this LDA. The Redeveloper shall proceed with the planning and design of Phases I and II of the Public Improvements subject to these Design Guidelines and Standards and the terms and conditions of the Agreement.

I. DESIGN CONCEPT

The comprehensive design should provide an exciting urban building exhibiting above all else a strong architectural relationship with the North End neighborhood and with the adjacent historic Blackstone Block. These areas include original urban fabric, individual sites and buildings of major significance to the City, the Commonwealth and the Nation.

II. PARCEL AREA

The parcel is nearly rectangular in shape and contains approximately 57,900 square feet. The parcel contains the following restrictions:

- A. Above and below grade subway easements of approximately 16,000 square feet, varying in depth from approximately four (4) feet to approximately twenty-four (24) feet below the surface.

The Redeveloper will be required to respect the MBTA easements. Sewer and drain lines used by MBTA can be removed and rebuilt by the Redeveloper. Design and construction of the improvements must be carried out in a manner acceptable to the MBTA.

- B. Sightline easement (air rights) of approximately 16,200 square feet.

The significant Old North Church sightline easement runs obliquely through the center of the parcel from New Congress to Blackstone Street. The building on this portion of the parcel will be restricted to approximately forty-two (42) feet in height to preserve this sight line.

- C. Old Union Street Utilities.

Several utility lines remain on the site in the abandoned Union Street right-of-way. The Redeveloper will relocate any active utilities and abandoned lines as required.

III. REQUIRED USES

- A. Ground Level Retail Uses

1. Shop Frontage - The Redeveloper will be required to provide ground level uses that promote and encourage intense pedestrian activity along New Congress, Hanover and Blackstone Streets.
2. Open Space Retail - The Redeveloper is required to create open areas with various uses related to conditions that surround the site, i.e., the 18th and 19th century structures, existing open spaces and setbacks and existing hard-surfaced plazas.
3. Street Vendors - The Redeveloper is to consider the existing push cart vendors to be an integral part of the ground floor retail mix and to enhance this activity along Hanover and Blackstone Streets.

B. Office Uses

1. The Redeveloper is required to construct as part of the Phase II Public Improvements upper floor commercial office space and/or community space around the proposed exhaust and ventilation stacks, thereby mitigating the adverse visual impact of these vent towers upon the adjacent North End neighborhood and historic Blackstone Block.
2. The design of the office building skin should be tailored to its historic context through the introduction of human scale windows glazed with non-reflective glass, which will encourage and advertise active use(s) of the space.

- C. Parking Structure - The 3-story parking garage to be constructed by the Redeveloper as Phase I of the Public Improvements must be configured such that sloping ramp sections occur at the interior of the site rather than at street facades.

D. Service and Automobile Access

Parking garage ingress and egress, as well as trash compactor access, should occur via New Sudbury Street.

IV. PEDESTRIAN CIRCULATION

- A. Haymarket "T" Station - The entrance to the Haymarket MBTA Station must be considered an integral part of the parcel design and must be fully accessible to physically disabled persons.
- B. Hanover Street/North End - Pedestrian movement between Government Center and the North End along Hanover Street is to be encouraged by means of ground plane improvements similar in quality to recent improvements to the adjacent Blackstone Block (i.e., brick and granite paving, street lights and benches).

- C. Barrier-Free Access - The development must be designed such that persons in wheelchairs can enter, leave and travel about the ground plane and building in a reasonable manner without obstruction. Fully accessible entrances and exits shall be constructed on all major frontages.

V. MASSING AND BUILDING HEIGHT

- A. The portion of the parcel restricted by the sightline easement cannot exceed approximately forty-two (42) feet in height, in order to preserve the view of Old North Church from Tremont Street and Scollay Square (Government Center Plaza).
- B. It is the parties present intention that the parking garage shall accommodate approximately 350 spaces.
- C. Design and massing of ventilation stack clusters must relate to typical existing buildings in the neighborhood in a compatible and harmonious manner.
1. If a unique form is proposed, its character should nonetheless be obliquely "Boston," e.g., employing decorative brick cobeling, projecting cornices or belt courses.
 2. The maximum height of the ventilation stacks is approximately one hundred twenty-five (125) feet.
 3. Exhaust vent stacks must be set back from the edge of the Hanover Street right-of-way approximately twenty (20) feet and the Blackstone Street right-of-way at least ten (10) feet. In both bases the setback should be the maximum extent feasible.
 4. All mechanical equipment other than the exhaust stacks and fresh air intake shaft must be concealed from view and included in height limit calculations referenced in Section V.D herein.
- D. With the exception of the exhaust stacks, no portion of the building can exceed eighty (80) feet above the existing grade at the Hanover Street side of the parcel.
- E. Street Wall
1. It is the intention of these Design Guidelines and Standards to recreate at Parcel 7 a development with streetwalls of a traditional scale. Therefore, new street facades must ascend to their full height (i.e., approximately eighty [80] feet) without setbacks.

2. At the Hanover and Blackstone Street frontages in particular, massing of the new structure must reflect the scale and massing of existing North End and Blackstone Block buildings.

VI. PUBLIC AMENITIES

- A. Perimeter improvements - The Redeveloper will be required to design and construct street and sidewalk improvements along Blackstone, New Congress, New Sudbury and Hanover Streets. Such design will include street furniture, street trees with grates, "Acorn" type lighting, brick pavers and granite cross walks.
 1. The minimum width of the New Congress sidewalk should be an average width of fifteen (15) feet, with nothing less than 12 feet allowable. In order to accommodate the considerable number of pedestrians travelling along New Congress Street to and from the North Station area, the Redeveloper may integrate into the new building a continuous arcade between Hanover and New Sudbury Streets. Such arcade should incorporate appropriate lighting and materials of the highest quality (e.g., brick and granite paving).
 2. The minimum width of the New Sudbury and Blackstone and Hanover Street sidewalks should be eight (8) feet.
 3. The pavement of Hanover Street between New Congress and Blackstone Streets should be granite blocks (e.g., "Belgian Blocks" or large paving stones) in order to establish a strong pedestrian link between the development site and the historic Blackstone Block.
- B. Trash Facilities - The design will provide for adequate trash compaction and removal facilities for the Public Improvements and take into account the need for a central location to service the Blackstone Block.
- C. Existing Pushcart Market - The "Marketplace" development must complement the operation of pushcart markets and enhance the public's patronage of the pushcart vendors.

VII. MATERIALS

- A. In keeping with the historic context surrounding Parcel 7, building materials must be predominantly brick or granite masonry.
- B. Awnings or canopies should be traditional in form (i.e., simple sheds cantilevered from the building) and should be constructed either of steel and glass or of fabric. Overhead coiling metal security shutter enclosures must be

integral with the building design, rather than attached haphazardly to the exterior (i.e., shutter enclosures must occur flush with, or inside of, the exterior walls)..

- C. The facade articulation, window proportions and details of the Public Improvements should respond to adjacent Blackstone Block and North End buildings which are characterized by strong cornices, rows of relatively narrow facades, and compositions of vertically proportioned window openings.
- D. Window frames should be set at least four (4) inches back from the face of masonry walls, in order to express traditional shadow lines. Frames and mullions should be painted, rather than clear or bronze anodized.
- E. Submission to the Authority of materials samples and erection of on-site construction details panel(s) showing proposed brick, granite, signage panels and window assemblies will be required, for Authority review and approval.

EXHIBIT F

to

LAND DISPOSITION AGREEMENT

by and between the

BOSTON REDEVELOPMENT AUTHORITY

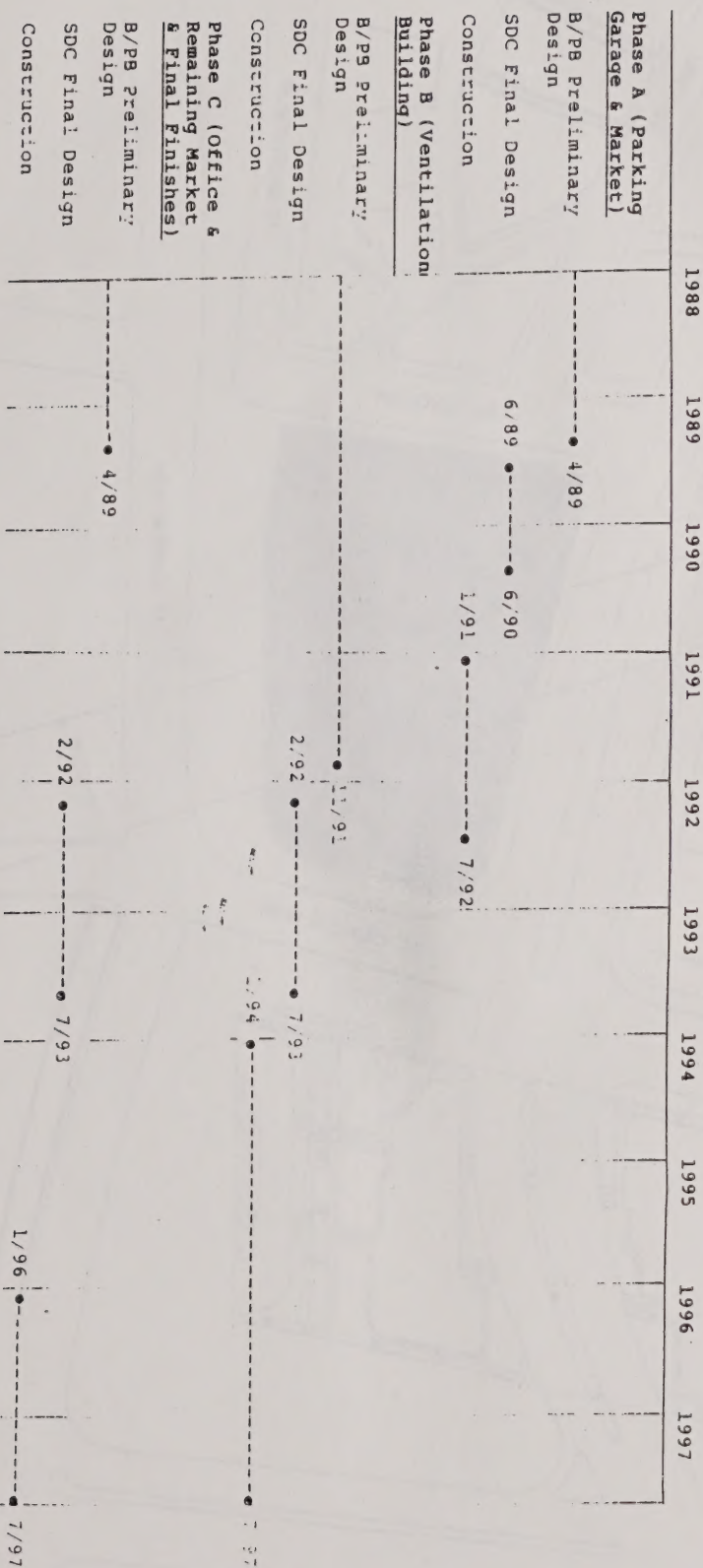
and the

COMMONWEALTH OF MASSACHUSETTS

WORKING SCHEDULE

(referenced in Section 308 of the Agreement)

CENTRAL ARTERY/THIRD HARBOR TUNNEL
PARCEL 7 PROJECT - WORKING SCHEDULE



PARCEL 70 OBJECT



BLACKSTONE ST.

UNION ST.

HANOVER ST.

CONGRESS ST.

NEW SURFACE ST.

NEW SUDBURY ST.

AIR RIGHTS PAREL

NEW CORRIDOR

SITE PLAN

Bechter/Parso
Wallace, Floyd, Associates Inc.

Jinokernhoff



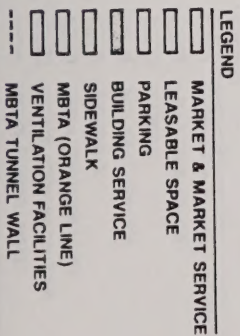
PARCEL 7 PROJECT

GROUND FLOOR AXONOMETRIC

PARCEL 7
COMMONWEALTH OF
MASSACHUSETTS
DEPARTMENT OF
PUBLIC WORKS

Bechtel/Parsons Brinckerhoff
Wallace, Floyd, Associates Inc.

SUBGRADE 1 PLAN



**Bechtel/Parsons Brinckerhoff
Wallace, Floyd, Associates Inc.**

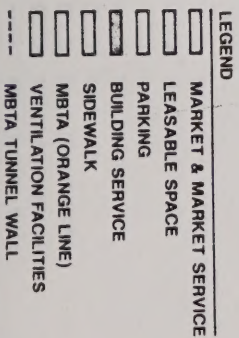
SUBGRADE 1

**CENTRAL ARTERY
THIRD HARBOR TUNNE**

PARCEL 7

MASSACHUSETTS
COMMONWEALTH OF
DEPARTMENT OF
PUBLIC WORKS

GROUND FLOOR PLAN

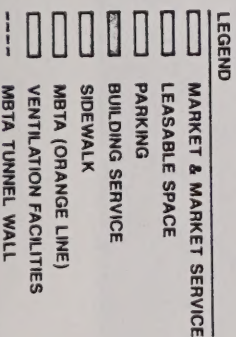


**Bechtel/Parsons Brinckerhoff
Wallace, Floyd, Associates Inc.**

PARCEL 7
CENTRAL ARTERY,
THIRD HARBOR TUNNEL
COMMONWEALTH OF
MASSACHUSETTE;
DEPARTMENT OF
PUBLIC WORKS
GROUND FLOOR

PARCEL 7

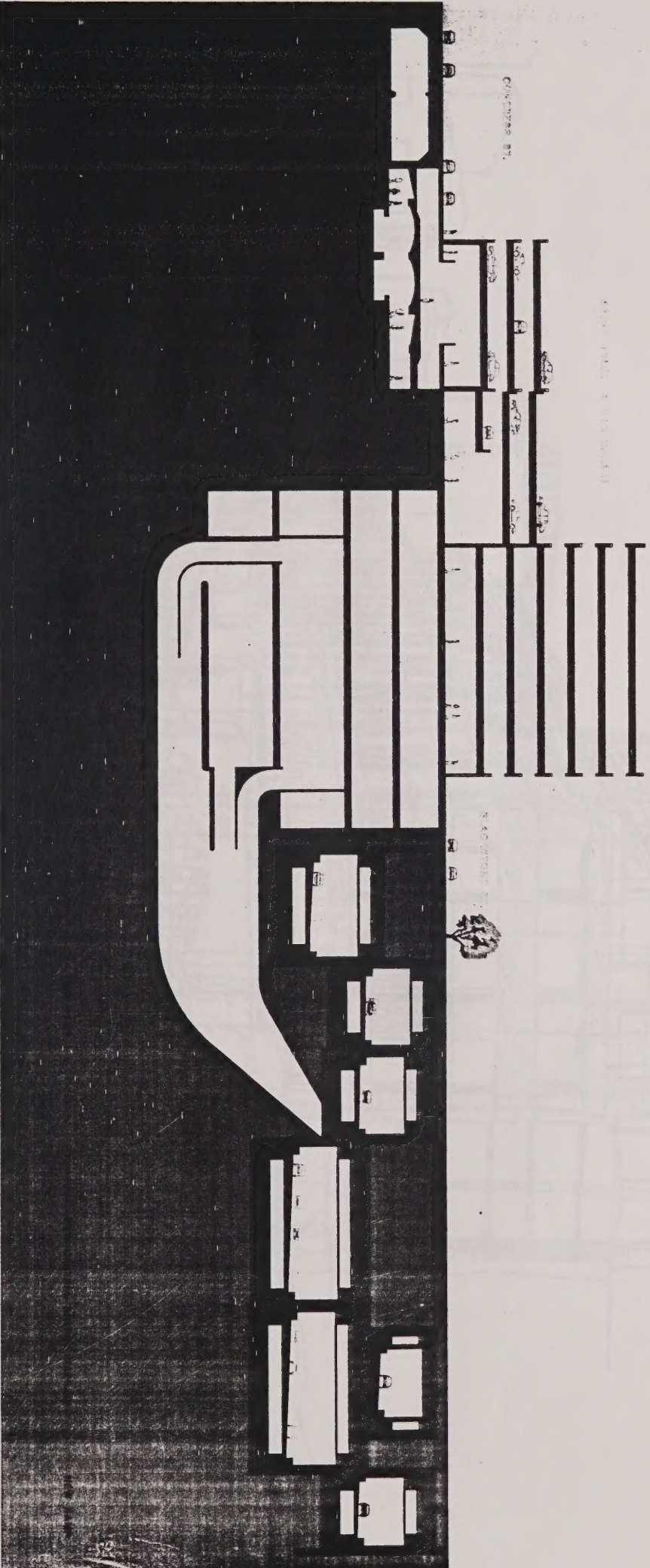
COMMONWEALTH OF
MASSACHUSETTE;
DEPARTMENT OF
PUBLIC WORKS



PARCEL 2 PROJECT

BUILDING/ CENTRAL ARTERY SECTION

Bechtel/Parsons Brinckerhoff
Wallace, Fio Associates Inc.



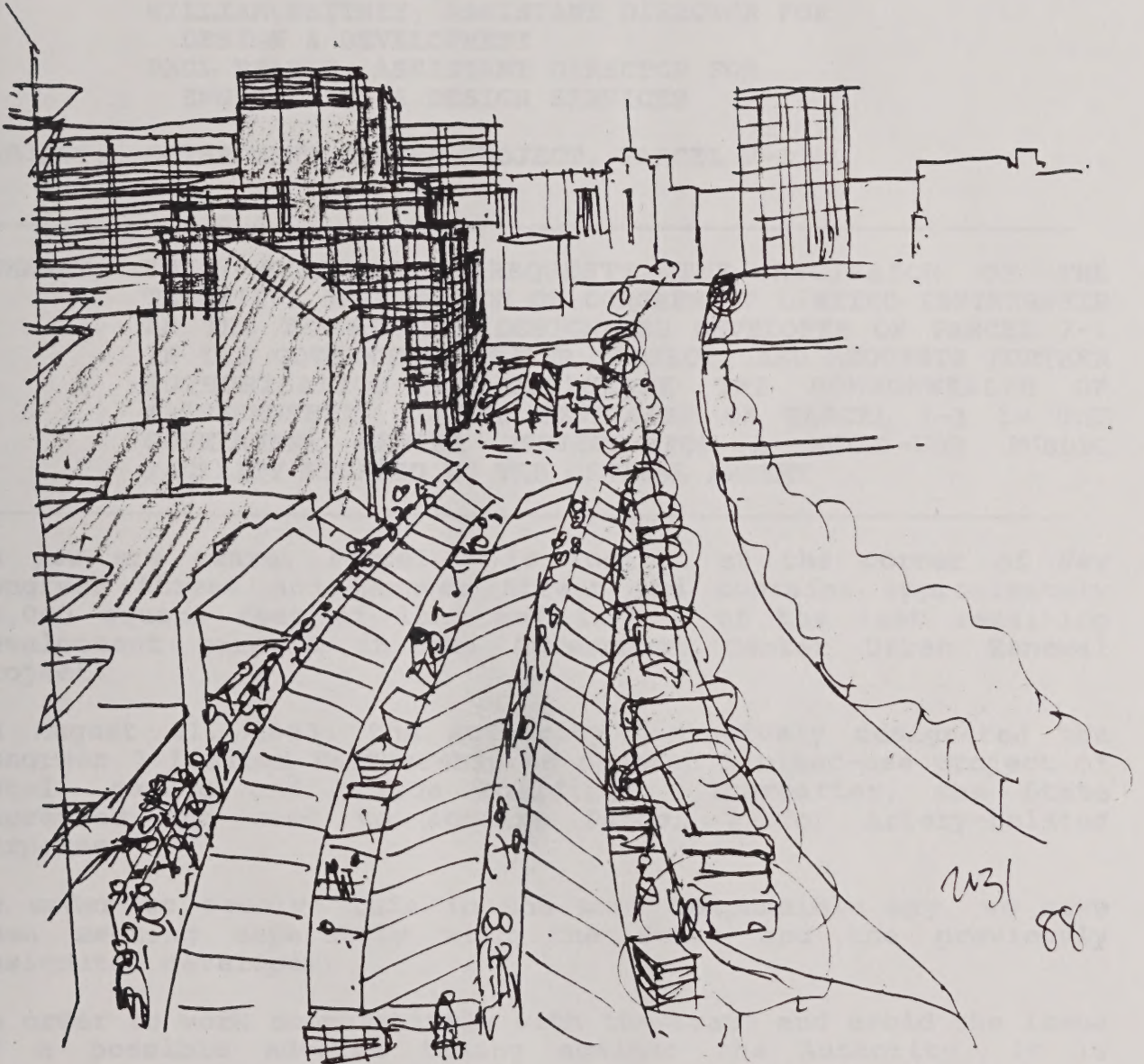


CELL PROJECT

VIEW OF HANOVER STREET

Bechtel/Parsons Brinckerhoff
Place, Floyd, Assoc. as Inc.

1/3 88



VIEW OF BLACKSTONE STREET

MEMORANDUM

December 22, 1988

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: RICHARD GARVER, ASSISTANT DIRECTOR FOR
SPECIAL PROJECTS
WILLIAM WHITNEY, ASSISTANT DIRECTOR FOR
DESIGN & DEVELOPMENT
PAUL REAVIS, ASSISTANT DIRECTOR FOR
ENGINEERING & DESIGN SERVICES

SUBJECT: GOVERNMENT CENTER PROJECT, PARCEL 7-1

SUMMARY: THIS MEMORANDUM REQUESTS THE RECISSION OF THE TENTATIVE DESIGNATION OF CONGRESS 7 LIMITED PARTNERSHIP AS THE TENTATIVELY DESIGNATED DEVELOPER OF PARCEL 7-1 IN THE GOVERNMENT CENTER PROJECT, AND REQUESTS FURTHER AUTHORIZATION TO DESIGNATE THE COMMONWEALTH OF MASSACHUSETTS AS THE DEVELOPER OF PARCEL 7-1 IN THE GOVERNMENT CENTER PROJECT FOR A MULTI-USE PUBLIC FACILITY RELATED TO THE CENTRAL ARTERY

As you are aware, Parcel 7 is located at the corner of New Congress Street and Hanover Street and contains approximately 58,000 square feet of land and is one of the last remaining development parcels in the Government Center Urban Renewal Project.

On August 31, 1983, the Authority tentatively designated the Congress 7 Limited Partnership to develop a mixed-use project of hotel, garage and office building. Thereafter, the State expressed the need to acquire Parcel 7 for Artery-related purposes.

In order to resolve this in the most responsible way, we have been meeting separately with the State and the previously designated developer.

In order to work cooperatively with the State and avoid the issue of a possible adverse taking against the Authority, it is recommended that the Authority designate the Commonwealth of Massachusetts, acting by and through its Department of Public Works, as the developer of Parcel 7-1 in the Government Center Project.

The Massachusetts Department of Public Works plans to construct a multi-use public facility on Parcel 7 as an integral part of the Central Artery Project. The facility is to include a structured parking garage, a ground floor market space and a tunnel ventilation building. In addition, improvements are planned to the MBTA Haymarket Orange Line Station entrance and mezzanine area.

The facility is to include a three-story parking garage providing approximately 350 spaces. This parking is to replace the existing spaces under the elevated Central Artery that will be displaced by construction of the widened and depressed highway. The parking garage is to be located above grade along the western portion of the site. In addition, a public market is to occupy the ground floor of the Parcel 7 facility. The market is to provide expansion space for the Haymarket pushcart operations and North End commercial area as a major construction mitigation measure. Finally, the Parcel 7 project is also the intended site for ventilation equipment and structures which will serve the tunnel segment between State and Causeway Streets. Subject to all necessary approvals, the substructure would include below grade mechanical and electrical space for exhaust and fresh air intake fans and associated ducts and equipment. In addition, the substructure would include above ground ventilation exhaust stacks and fresh air intake louvers. The ventilation facilities would occupy the eastern portion of the site, adjacent to the Central Artery.

To address the aesthetic and urban design impact of the above ground ventilation stacks, three to five stories of commercial or support space are planned which would "wrap around" the stacks and form a building shell that would be architecturally compatible with existing buildings, including in particular, the adjacent Blackstone Block. The actual functional floor area of the above ground structure would be located over the southeast quadrant of the site. The above ground structure on the northeast quadrant would serve only as a building shell with window size openings that camouflage three to five stories of louvers feeding the fresh air supply duct system within the building.

Because the project will directly impact Haymarket MBTA Station, the State is also required to make the Orange Line Station accessible to the handicapped and to integrate any new structures with existing station facilities. Attached for reference are conceptual drawings which illustrate the proposed site layout and major building elements.

The State has made a commitment to the North End merchants and Haymarket pushcart vendors to replace the existing parking spaces that will be displaced under the Central Artery prior to any significant construction activities in this area. To comply with this commitment and meet the overall Central Artery timetable, the Parcel 7 parking garage must be advanced into design and

construction as soon as possible ahead of the ventilation structure also planned for the site. To this end, a site layout has been developed which enables the parking garage to be constructed independent of the ventilation structure. However, the overall Parcel 7 facility must be designed and function as a unified structure and an integral part of the Third Harbor Tunnel/Central Artery Project. The first phase garage element will also incorporate additional trash compactor capabilities to permanently eliminate the Dempsey dumpsters that blight the historic street network of the Blackstone block. There is a commitment that the garage and related facilities be designed as first-class buildings and developed so as to preserve and enhance the quality and character of the historically significant Blackstone Block. The project also provides "works of art" of 1% of construction cost which will go a long way to improve the physical environment of the project and provide opportunities for some of these expenditures to be in the Blackstone Block.

The construction of the first phase, including the garage element and substantial portions of the market space, is presently scheduled for January 1991. The Agreement provides that the Authority may continue to utilize this lot for parking until the site is needed for construction.

The Project requires a minor modification of the Government Center Urban Renewal Plan to confirm that the public use by the Commonwealth for parking, with vehicular access from New Sudbury Street, and ventilation stacks, are consistent with the Plan. (See Attachment "B")

In order to ensure the Authority's continued involvement in the design of the project, it is recommended that the Authority designate the Commonwealth of Massachusetts as developer of Parcel 7-1 in the Government Center project and authorize the execution of a Land Disposition Agreement with the Commonwealth to provide for payment of the Thirteen Million Dollar (\$13,000,000) disposition price and to incorporate in said Disposition Agreement the specific design controls to guarantee a first-class quality project that fits into the context of the Urban Renewal Project and respects the historically significant Blackstone Block.

Appropriate Votes follow:

VOTED: That the Authority hereby rescinds the tentative designation of Congress 7 Limited Partnership as the developer of Parcel 7-1 in the Government Center project.

VOTED: To adopt the Resolution substantially in the form attached hereto as Attachment "A" regarding a designation of the Commonwealth of Massachusetts,

acting by and through its Department of Public Works,
as the developer of Parcel 7-1 in the Government Center
Proposal.

VOTED: To adopt the Resolution substantially in the form
attached hereto as Attachment "B" regarding a
Proclaimer of Minor Modifications to the Government
Center Urban Renewal Plan for Parcel 7-1 which
modifications are necessary to utilize the site for
Artery-related purposes.

Mr. Stephen Coyle, Director
Boston Redevelopment Authority
One City Hall Square
5th Floor
Boston, MA 02101

Dear Mr. Coyle:

This will confirm our many discussions and understandings
concerning the Parcel 7 development and two very important
points:

1. The State's imperative need for Parcel 7 for multiple
uses which are an integral part of the widening and deepening
of the Central Artery; and

2. The eligibility of the Parcel 7 development for state
and federal funding.

As you know, for more than a year in consultation with the
SBA and the Transportation Department, the State has undertaken
detailed studies of ventilation requirements and other
requirements parking needs, and relocation sites for businesses
that will be affected during the construction of the Central
Artery/Third Harbor Tunnel Project, including the World Trade
Center and other structures. Together, we have developed and
considered conceptual plans for numerous configurations and uses
of the site that would satisfy these important public needs.
These studies and discussions led to the Department's conclusion
that the Parcel 7 site is essential for proper arterial and



The Commonwealth of Massachusetts
Executive Office of Transportation & Construction
Office of the Secretary

10 Park Plaza, Room 3510

Boston, MA 02116-3969

Telephone 973-7000

TDD (617) 973-7306

Michael S. Dukakis
Governor

Frederick P. Salucci
Secretary

and
M.B.F.A. Chairman

December 22, 1988

Mr. Stephen Coyle, Director
Boston Redevelopment Authority
One City Hall Square
9th Floor
Boston, MA 02201

RE: Land Disposition Agreement for the Parcel 7 Development

Dear Mr. Coyle:

This will confirm our many discussions and understandings concerning the Parcel 7 Development site on two very important points:

1. The State's imperative need for Parcel 7 for multiple uses which are an integral part of the widening and depression of the Central Artery; and
2. The eligibility of the Parcel 7 Development for state and federal funding.

As you know, for more than a year in consultation with the BRA and the Transportation Department, the State has undertaken detailed studies of ventilation requirements and sites, replacement parking needs, and relocation sites for businesses that will be affected during the construction of the Central Artery/Third Harbor Tunnel Project, including the North End pushcart vendor operations. Together, we have developed and considered conceptual plans for numerous configurations and uses of the site that would satisfy these important public needs. These studies and discussions lead to the inescapable conclusion that the Parcel 7 site is essential for important short- and

Stephen Coyle

Page 2

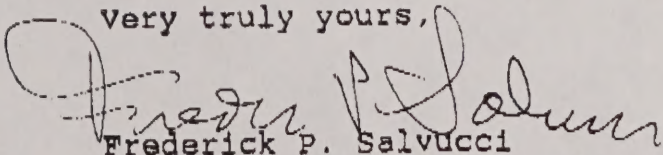
December 22, 1988

long-term uses in connection with the Project. The Parcel 7 site is the optimum location for ventilation facilities for a significant section of the underground tunnel, a multi-story parking garage to replace public service parking areas that will be permanently displaced during and after construction of the project, a unique ground-floor market space to provide expanded opportunities for the traditional retailers in the neighborhood. The Parcel 7 site could also accommodate other community uses. Of particular note, at your suggestion this development will consolidate with the proposed uses, trash compacting facilities for the adjacent Blackstone Block of businesses and other tenants. The State is committed to creating a development at Parcel 7 that is designed with the BRA's assistance to integrate all of these uses in a harmonious manner and provide appropriate transitional features that reinforce and celebrate the unique character and quality of life in the North End.

The improvements contemplated as part of the Parcel 7 Development are eligible for 90/10 federal funding. Ventilation facilities, of course, are an integral part of the land tunnel design and construction which we have been studying and discussing with the Federal Highway Administration for several years. Relocation parking is also eligible for full federal reimbursement and is a common element of many federally funded highway projects undertaken on a regular basis by the State. The 1988 State Transportation Bond Authorization legislation approved early this year provides adequate state funding to meet the local share and spending authorization sufficient to cover all of the improvements contemplated as part of the Parcel 7 Development.

We appreciate the opportunity to work with you and your staff to achieve a design, pursuant to the design guidelines that we have agreed upon, that will be a model for future cooperation and mutual benefit. We seek to benefit as much as possible from the expertise and unique perspective of the City's planning agency. With the City's continuing support and suggestions, we are confident that the Parcel 7 Development will firmly establish the working relationship that is necessary for the success and timely completion of the Central Artery/Third Harbor Tunnel Project and the economic revitalization of the region.

Very truly yours,


Frederick P. Salvucci
Secretary of Transportation
and Construction

